

**PERFORMANCE BOND FOR OTHER THAN
CONSTRUCTION CONTRACTS**
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

December 2, 2005

OMB No.: 9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL (Legal name and business address)

ECC Operating Services, Inc.
1240 Bayshore Highway
Burlingame, CA 94010

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP
☐ JOINT VENTURE ☒ CORPORATION

STATE OF INCORPORATION

Delaware

SURETY(IES) (Name(s) and business address(es))

Lexington Insurance Company
100 Summer Street
Boston, MA 02110

PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
100	000	000	00

CONTRACT DATE

9/15/2005

CONTRACT NO.

W912P8-05-D-0023

OPTION DATE

OPTION NO.

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal: (1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during either the base term or an optional term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) is waived.

The guaranty for a base term covers the initial period of performance of the contract and any extensions thereof excluding any options. The guaranty for an option term covers the period of performance for the option being exercised and any extensions thereof.

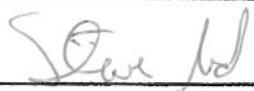
The failure of a surety to renew a bond for any option term shall not result in a default of any bond previously furnished covering any base or option term.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

ECC Operating Services, Inc.

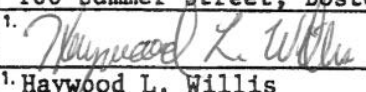
PRINCIPAL

SIGNATURE(S)	1. 	2. _____	Corporate Seal
	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1. Steven G. Anderson Chief Financial Officer	2. _____	Corporate Seal

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1. _____	2. _____
	(Seal)	(Seal)
NAME(S) (Typed)	1. _____	2. _____

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	Lexington Insurance Company 100 Summer Street, Boston, MA 02110	STATE OF INC.	DE	LIABILITY LIMIT	\$ 211,641,000.00	Corporate Seal
	SIGNATURE(S)	1. 	2. _____				
	NAME(S) & TITLE(S) (Typed)	1. Haywood L. Willis Attorney-In-Fact	2. _____				

SURETY B	NAME & ADDRESS	STATE OF INC.		LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS	STATE OF INC.		LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS	STATE OF INC.		LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS	STATE OF INC.		LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS	STATE OF INC.		LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS	STATE OF INC.		LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		

BOND PREMIUM	RATE PER THOUSAND (\$)	TOTAL (\$)
	7.29976	\$729,976.00

INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

6. Unless otherwise specified, the bond shall be submitted to the contracting office that awarded the contract.

**PAYMENT BOND FOR OTHER THAN
CONSTRUCTION CONTRACTS**

(See instructions on reverse)

DATE BOND EXECUTED (Must not be later than bid
opening date)

December 2, 2005

OMB NO.: 9000-0045

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PRINCIPAL (Legal name and business address)

ECC Operating Services, Inc.
1240 Bayshore Highway
Burlingame, CA 94010

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP
☐ JOINT VENTURE ☒ CORPORATION

STATE OF INCORPORATION

Delaware

SURETY(IES) (Name(s) and business address(es)) (Include ZIP code)

Lexington Insurance Company
100 Summer Street
Boston, MA 02110

PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
100	000	000	00

CONTRACT DATE

9/15/2005

CONTRACT NO.

W912P8-05-D-0023

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

(a) The above obligation is void if the Principal promptly makes payment to all persons (claimants) having a contract relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above and any duly authorized modifications thereof. Notice of those modifications to the Surety(ies) are waived.

(b) The above obligation shall remain in full force if the Principal does not promptly make payments to all persons (claimants) having a contract relationship with the principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the contract identified above. In these cases, persons not paid in full before the expiration of ninety (90) days after the date of which the last labor was performed or material furnishing, have a direct right of action against the principal and Surety(ies) on this bond for the sum or sums justly due. The claimant, however, may not bring a suit or any action -


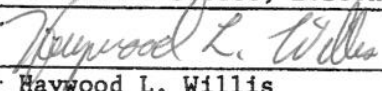
(1) Unless claimant, other than one having a direct contract with the Principal, had given written notice to the Principal within ninety (90) days after the claimant did or performed the last of the work or labor, or furnished or supplied the last of the materials for which the claim is made. The notice is to state with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process is served in the state in which the contract is being performed, save that such service need not be made by a public officer.

(2) After the expiration one (1) year following the date on which claimant did or performed the last of the work or labor, or furnished or supplied the last of the materials for which the suit is brought.

(3) Other than in the United States District court for the district in which the the contract, or any part thereof, was performed and executed, and not elsewhere.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

ECC Operating Services, Inc.		PRINCIPAL			
SIGNATURE(S)	1.  (Seal)	2. (Seal)	3. (Seal)		
NAME(S) & TITLE(S) (Typed)	1. Steven G. Anderson Chief Financial Officer	2.	3.		
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1. (Seal)	2. (Seal)			
NAME(S) & TITLE(S) (Typed)	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS	Lexington Insurance Company 100 Summer Street, Boston, MA 02110	STATE OF INC. DE	LIABILITY LIMIT \$211,641,000.00	Corporate Seal
	SIGNATURE(S)	1. 	2.		
	NAME(S) & TITLE(S) (Typed)	1. Haywood L. Willis Attorney-In-Fact	2.		
SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when payment bonds are required under FAR (48 CFR) 28.103-3, i.e., payment bonds for other than construction contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
 (b) Where individual Sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

Lexington Insurance Company

Principal Bond Office: 100 Summer Street
Boston, MA 02110

POWER OF ATTORNEY

No. 3
Expiration Date: April 27, 2007

KNOW ALL MEN BY THESE PRESENTS:

That Lexington Insurance Company, a Delaware corporation does hereby appoint

--Robert E. Staples, Kenneth Cornell, Haywood L. Willis, Charles Cygal, Kathleen Kallen Vivian Mattox, of Philadelphia, Pennsylvania--

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the company thereby in the maximum amount of **\$50,000,000.00** per bond, undertaking, recognizance and other contract of indemnity.

This Power of Attorney shall remain in full force and effect until the expiration date above-referenced.

IN WITNESS WHEREOF, Lexington Insurance Company has individually executed these presents

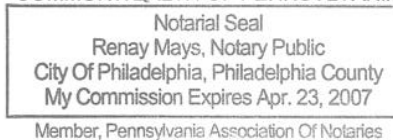
This 27th day of April, 2005



Robert E. Staples, Vice President
COMMONWEALTH OF PENNSYLVANIA

State of Pennsylvania}

County of Philadelphia}ss.



On this 27th day of April, 2005, before me came the above-named officer of Lexington Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.


Notary

CERTIFICATE

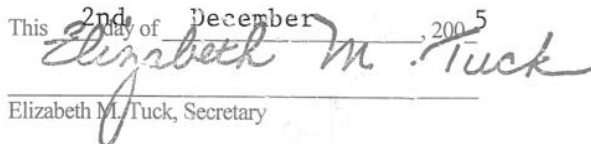
Excerpt of Resolution adopted by the Board of Directors of Lexington Insurance Company on July 9, 2004:

RESOLVED, that the Chairman and the Board, President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writing obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, the transaction of its surety business;

RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation.

This 2nd day of December, 2005

Elizabeth M. Tuck, Secretary